SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO.	PAGE 1 OF

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			VA263-14-Q-2731	04-21-2014

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Mike Lininger	(605) 347-2511 x7815	05-2-2014 4:00 PM MT

9. ISSUED BY CODE

Department of Veterans Affairs
VA Black Hills HCS
Fort Meade Campus
113 Comanche Rd.
Fort Meade SD 57741

10. THIS ACQUISITION IS

- [ ] UNRESTRICTED OR [X] SET ASIDE: 100 % FOR:
- [X] SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] HUBZONE SMALL BUSINESS
- [ ] EDWOSB
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] 8(A)

NAICS: 621512

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION
[ ] SEE SCHEDULE		[ ]	N/A	[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE

Department of Veterans Affairs
Fargo VA Health Care System
2101 N. Elm

Fargo ND 58102

16. ADMINISTERED BY CODE

Department of Veterans Affairs
VA Black Hills HCS
Fort Meade Campus
113 Comanche Rd.
Fort Meade SD 57741

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE

TELEPHONE NO. DUNS: DUNS+4:

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

EFT - IAW VAAR 852-232.72
Electronic Submission of Payments
Requests (NOV 2012) Effective:12/27/2012
http://www.fsc.va.gov/einvoice.asp

PHONE: FAX:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
[ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Qualified diagnostic medical physicist On-site diagnostic medical physics support or services at: Fargo VA Health Care System (VAHCS) 2101 N Elm Street Fargo, ND 58102 SEE CONTINUATION BELOW. Payment: The contractor will submit an invoice via the OB10 invoice system (or other method as proscribed under VAAR 852-232.72) upon completion of the requested service. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [X] ARE NOT ATTACHED.

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mike Lininger	31c. DATE SIGNED

Table of Contents

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00568

Department of Veterans Affairs

VA Black Hills HCS

Fort Meade Campus

113 Comanche Rd.

Fort Meade SD 57741

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

[X] 52.232-34, Payment by Electronic Funds Transfer -Other than Central Contractor Registration, or
[] 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly []

b. Semi-Annually []

c. Other []

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

EFT - IAW VAAR 852-232.72

Electronic Submission of Payments

Requests (NOV 2012) Effective:12/27/2012

http://www.fsc.va.gov/einvoice.asp

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

Diagnostic Medical Physics Support or Services

The Contractor shall furnish all labor, material, supplies, equipment, and qualified personnel to provide on-site diagnostic medical physics support or services for the Veterans Health Administration (VHA), under the terms and conditions stated herein and must adhere to VHA Handbook 1105.04, Fluoroscopy Safety, dated July 6, 2012, http://vaww./va.gov/vhapublications/ViewPublications.asp?pub_ID=2764.

The Contractor shall comply with radiation protection standards in 29 CFR 1910.1096 and immediately report any unsafe conditions with the potential to adversely impact the facility radiation workers or patients to the Radiation Safety Officer (RSO).

General Requirements

1. Performance

All work shall be performed by a qualified diagnostic medical physicist. A qualified diagnostic medical physicist is a person who is certified by the American Board of Radiology, American Board of Medical Physics, or the Canadian College of Physicists in Medicine.

a. A graduate degree in physics, medical physics, biophysics, radiologic physicist, medical health physics, or a closely related science or engineering discipline from an accredited college or university. Vendor will provide documentation of credentials.
b. Formal graduate-level coursework in the biological sciences with at least one course in biology or radiation biology and one course in anatomy, physiology, or a similar topic related to the practice of medical physics.
c. Documented experience in a clinical CT environment conducting at least 10 CT performance evaluations under the direct supervision of a board-certified medical physicist.
d. Vendor will provide equipment calibration records for all equipment used to test equipment.

2. Mandatory Services to be Performed

a. The qualified diagnostic medical physicist shall perform imaging equipment (x-ray equipment, nuclear medicine cameras, ultrasound units, and MRIs) inspections to ensure compliance with the current American College of Radiology (ACR). Any deficiencies or non-conformances discovered during the inspection shall be verbally communicated to the service supervisor or RSO prior to the qualified diagnostic medical physicist leaving the facility. Deficiencies or non-conformances which represent unsafe conditions with the potential to adversely impact the facility radiation workers or patients shall be reported to the RSO immediately upon discovery. A written report of the results shall be provided to the service supervisor or RSO within 5 working days after completion of the inspection. All imaging equipment (except ultrasound which is semi-annually, nuclear medicine cameras which are quarterly) shall be inspected at least annually, not to exceed 14 months.

b. The qualified diagnostic medical physicist shall perform acceptance testing of all new or relocated imaging equipment prior to first clinical use. The acceptance testing shall comply with ACR or MQSA requirements. Any deficiencies or non-conformances discovered during the inspection shall be verbally communicated to the service supervisor or RSO prior to the qualified diagnostic medical physicist leaving the facility. Deficiencies or non-conformances which represent unsafe conditions with the potential to adversely impact the facility radiation workers or patients shall be reported to the RSO immediately upon discovery. A written report of the results shall be provided to the service supervisor or RSO within 5 working days after completion of the inspection.

c. The qualified diagnostic medical physicist shall perform a full inspection of imaging equipment after repairs or modifications that may affect the radiation output or image quality. The inspection shall be completed within 48 hours after the facility contacts the contractor. Any deficiencies or non-conformances discovered during the inspection shall be verbally communicated to the service supervisor or RSO prior to the qualified diagnostic medical physicist leaving the facility. Deficiencies or non-conformances which represent unsafe conditions with the potential to adversely impact the facility radiation workers or patients shall be reported to the RSO immediately upon discovery. A written report of the results shall be provided to the service supervisor or RSO within 5 working days after performing of the inspection.

d. The qualified diagnostic medical physicist shall provide consultation for additional services as needed, i.e., safety training.

e. The qualified diagnostic medical physicist shall review CT protocol optimization at least annually.

f. The qualified diagnostic medical physicist shall provide shielding design calculations for each new, replaced, or relocated x-ray imaging system. The calculations for each shall comply with the National Council for Radiation Protection and Measurements (NCRP) Report No. 147, and, for dental units, NCRP Report No. 145, and shall be documented in a written report which includes a diagram showing adjacent areas. The qualified diagnostic medical physicist shall perform a shielding survey to verify the structural shielding was installed per the shielding design report and complies with the design goals. A written report of the shielding survey shall be provided to the RSO within 5 workings days after the shielding survey has been completed.

g. The qualified diagnostic medical physicist shall assist in the development of a comprehensive technical quality assurance (QA) program (e.g., technique charts, repeat/reject analysis monitoring, monitoring of exposure indices to radiographic image receptors, QA program for display monitors, QA for CT, monitoring of dose metrics from fluoroscopy studies), which complies with ACR recommendations, for all modalities. The qualified diagnostic medical physicist shall review at least annually the QA program. A written report of the results shall be provided to the service supervisor or RSO within 5 working days after performing of the inspection.

h. The qualified diagnostic medical physicist shall perform a follow-up inspection to verify compliance of any necessary corrective action performed to correct deficiencies found.

i. Performance Period:

i. Equipment will be inspected on an annual basis and as needed for repairs and replacement.
ii. Nuclear sources will be tested according to requirements
iii. Period of performance will be one year post award with 4 option periods.

j. Services will be provided at the Fargo VA Health Care System (VAHCS), 2101 N Elm Street, Fargo, ND 58102, during the hours of 8:00AM-5:00PM, Monday through Friday excluding Federal Holidays. Inspection dates and times will be mutually agreed upon and established. Policy reviews may be provided via electronic means and submitted for review.

k. Fargo VAHCS will provide a qualified person to operate the equipment and be present during the inspection.

l. VA may increase the number of equipment items or tests covered under this contract at no change to the applicable contract unit price in the price schedule. All additional equipment and tests will be added via contract modification issued by the Contracting Officer.

m. VA may, from time to time, make changes to the Scope of Work under this Contract, through a written modification. A modification shall not modify the overall purpose of this Contract.

n. At any time during the term of this Contract, VA may order Additional Services by a modification to be performed by the Contractor. Additional Services are defined as services which were not contained in this Contract; are determined by VA to be necessary; and bear a reasonable relation to the Services originally described in this Contract.

o. If any change under this Article causes an increase or decrease in the cost of, or the time required for the performance of any part of the Services, an equitable adjustment in the compensation and schedule will be made in the modification, which shall be incorporated into this Contract by written modification. The Contractor shall not be entitled to make any changes in the Services or perform any Additional Services unless authorized in advance by written modification. Upon receipt of a modification approved by VA, the Contractor shall continue

performance of the Scope of Work as modified by the modification.

p. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that shall affect price, quantity or quality of performance of this contract. In the event the Contractor Affects any such change at the direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

3. Equipment Inspections

The Contractor shall conduct equipment inspections or quality control surveys of the imaging equipment listed below. The Contractor shall ensure the imaging equipment's compliance with applicable Federal regulations, the Joint Commission, and ACR recommendations, and shall include, but not be limited to, monitoring the following basic performance characteristics.

A. Radiographic and Fluoroscopic Equipment

Physics inspections of radiographic and fluoroscopic equipment shall comply with the ACR Technical Standard for Diagnostic Medical Physics Performance Monitoring of Radiographic and Fluoroscopic Equipment. The performance of each radiographic and fluoroscopic unit must be evaluated at least annually. This evaluation should include, but not be limited to, the following tests (as applicable).

(1) Integrity of unit assembly.
(2) Collimation and radiation beam alignment.
(3) Fluoroscopic system resolution.
(4) Automatic exposure control system performance.
(5) Fluoroscopic automatic brightness control performance (high-dose-rate, pulsed modes, field-of-view [FOV] variation).
(6) Image artifacts.
(7) Fluoroscopic phantom image quality.
(8) kVp accuracy and reproducibility.
(9) Linearity of exposure versus mA or mAs.
(10) Exposure reproducibility.
(11) Timer accuracy.
(12) Beam quality assessment (half-value layer).
(13) Fluoroscopic entrance exposure. Maximum output for all clinically used settings.
(14) Image receptor entrance exposure.
(15) Equipment radiation safety functions.
(16) Patient dose monitoring system calibration.
(17) Video and digital monitor performance.
(18) Digital image receptor performance.

(19) Grids used with portable x-ray units shall be imaged for uniformity.

B. Computed Radiography (CR) and Digital Radiography (DR)

Physics inspections of CR and DR equipment shall comply with the American Association of Physicist in Medicine (AAPM) Report Number 93, Acceptance Testing and Quality Control of Photostimulable Storage Phosphor Imaging Systems. The performance of CR and DR must be evaluated at least annually. This evaluation should include, but not be limited to, the following tests (as applicable).

(1) Component and Imaging Plate Physical Inspection and Inventory.
(2) Imaging Plate Dark Noise and Uniformity.
(3) Exposure Indicator Calibration.
(4) Linearity and Auto-ranging Response.
(5) Laser Beam Function.
(6) Limiting Resolution and Resolution Uniformity.
(7) Noise and Low-Contrast Resolution.
(8) Spatial Accuracy.
(9) Erasure Thoroughness.
(10) Aliasing/Grid Response.
(11) IP Throughput.
(12) Positioning and Collimation Errors.

C. CT Scanners

The physics inspection shall conform to the latest ACR Computed Tomography Quality Control Manual. The performance of each CT scanner shall be evaluated at least annually. This evaluation should include, but not be limited to, the following tests (as applicable).

(1) Review of Clinical Protocols.
(2) Scout Prescription and Alignment Light Accuracy.
(3) Image Thickness – Axial Mode.
(4) Table Travel Accuracy.
(5) Radiation Beam Width.
(6) Low-Contrast Performance.
(7) Spatial Resolution.
(8) CT Number Accuracy.
(9) Artifact Evaluation.
(10) CT Number Uniformity.
(11) Dosimetry (the scanner displayed $CTDI_{vol}$ values must be within +/- 20% of the measured $CTDI_{vol}$ values).
(12) Gray Level Performance of CT Acquisition Display Monitors.

D. Dental

The physics inspection shall conform to the Conference of Radiation Control Program Directors (CRCPD), Quality Control Recommendations for Diagnostic Radiography Volume 1 Dental Facilities July 2001. The performance of dental x-ray inspections shall be annually or

every 2 years. This evaluation should include, but not be limited to, the following tests (as applicable).

(1) Collimation.
(2) Beam quality (half value layer).
(3) Timer Accuracy and Reproducibility.
(4) kVp Accuracy and Reproducibility.
(5) mA or mAs Linearity.
(6) Exposure Reproducibility.
(7) Entrance Skin Exposure Evaluation.
(8) Technique Chart Evaluation.
(9) Image uniformity (artifact evaluation).

E. MRI

The physics inspection shall conform to the latest ACR Magnetic Resonance Imaging Quality Control Manual. The performance of each MRI scanner shall be evaluated at least annually. This evaluation should include, but not be limited to, the following tests (as applicable).

(1) Magnetic field homogeneity.
(2) Geometric accuracy.
(3) Inter-slice RF interference.
(4) Slice position accuracy.
(5) High-contrast resolution
(6) RF coil performance.
    (a) Volume coils' signal-to-noise ratio
    (b) Volume coils' image uniformity
    (c) Volume coils' ghosting ratio
    (d) Phased array coils' signal-to-noise ratio
    (e) Surface coils' signal-to-noise ratio
(7) Slice thickness accuracy
(8) Low-contrast detectability
(9) Soft copy displays
(10) Technologist's QC program
(11) Site phantom inventory
(12) Site RF coil inventory

G. Nuclear Medicine

The physics inspection shall conform to the ACR annual performance tests for nuclear medicine cameras, SPECT and SPECT/CT. The qualified diagnostic medical physics shall also perform the quarterly testing as outlined by the ACR. The performance of each nuclear medicine scanner shall be at least annually. This evaluation should include, but not be limited to, the following tests (as applicable).

(1) Intrinsic Uniformity: fail criteria: > 5.0%
(2) System Uniformity: fail criteria: > 5.0%
(3) Intrinsic or System Spatial Resolution: fail criteria: > 3.5 mm bars
(4) Relative Sensitivity: fail criteria: COV > 2.5%
(5) Energy Resolution: fail criteria: > 12%
(6) Count Rate Parameters: fail criteria
(7) Formatter/Video Display
(8) Overall System Performance for SPECT
(9) System Interlocks
(10) Dose Calibrators (Geometry, if applicable, Accuracy)
(11) Thyroid Uptake and Counting Systems
(12) Semiannual sealed source testing.

H. Ultrasound

The physics inspection shall conform to the ACR performance tests for ultrasound. On an ongoing basis (at least annually), the following tests should be done for each ultrasound unit. Testing should be done using two transducers commonly used with any unit employing more than one transducer. Data should be taken from testing of the transducers which are used for the most frequently occurring examination(s) at the site. It is recommended that these be of different scan formats such as one linear (or curvilinear array), and one sector (mechanical, phased, or vector).

(1) System Sensitivity/Penetration

This test should be done with the following settings:

- maximum transmit power
- proper receiver gain and TGC that allows echo texture to be visible in the deep region
- transmit focus at the deepest depth

The maximum depth of visualization is determined by comparing the gradually weakening echo texture to electronic noises near the bottom of the image.

(2) Image Uniformity

Adjust the TGC controls and other sensitivity controls to obtain an image as uniform as possible.

- vertical or radially oriented streaks?
- dropouts?
- reduction of brightness near edges of the scan?
- brightness transitions between focal zones?

(3) Electrical and Mechanical Safety and Cleanliness

- Are all cords and cables intact (no frays)?
- Are all transducers intact without cracks or delamination?
- Are the transducers cleaned after each use?
- Are the image monitors clean?

- Are the air filters clean?
- Are the wheel locks in working condition?
- Are the wheels fastened securely to the US unit and do the wheels rotate easily?
- Are all accessories (VCR, cameras, etc.) fastened securely to the US unit?

(4) Gray Scale Photography (if applicable) – Do either (a), (b), or (c).

(a) For Scanners with a Discrete Bar Pattern
Count the number of distinct gray bar steps on the viewing monitor. Then count the number of steps visualized in the gray bar on the hard copy image.

(b) For Scanners with a Continuous Gray Bar Pattern
Use calipers to measure the length of the black-to-white transition of the gray wedge on the viewing monitor. If the relative length of the black-to-white transition on the hard copy image is less, document how much is missing.

(c) For Laser Imager (Hard Copy Device)
Prior to filming any images, an SMPTE test pattern created by the Society of Motion Picture and Television Engineers (SMPTE), should be printed using the appropriate window width (WW) and window level (WL). If you are unfamiliar with this procedure, you should review Gray et al., "Test pattern for video display and hard-copy camera," Radiology 145:519-527 (1985), and then contact your local service engineer for assistance. When printed, the 95% density patch within the 100% square and the 5% density patch within the 0% square should be visible, and there should be no notable distortions or artifacts present. If these criteria are not met, contact your service engineer for laser camera calibration before proceeding with ***any*** filming.

(5) Hard Copy Output Quality Test (Digital) (if applicable)

This test, or a similar test specifically recommended by the hard copy equipment manufacturer.
Required Test Equipment
- Densitometer
- SMPTE Test Pattern or another similar test pattern or phantom image having a wide range of gray scales.

The same test image should be used each time.

I. Display Monitors

The physics inspection shall conform to the AAPM On-line Report No. 03, *Assessment of Display Perform for Medical Imaging Systems.* The performance of each display monitor shall be evaluated initially, acceptance testing, and at least annually thereafter. This evaluation should include, but not be limited to, the following tests (as applicable).

Acceptance testing (Table 7 from AAPM On-line Report No. 03)

(a) Geometric distortions

(b) Reflection
(c) Luminance response
(d) Luminance dependencies
(e) Resolution
(f) Noise
(g) Veiling glare
(h) Chromaticity

Annual testing (Table 8c from AAPM On-line Report No. 03)

(a) Geometric distortions
(b) Reflection
(c) Luminance response
(d) Luminance dependencies
(e) Resolution
(f) Noise
(g) Veiling glare
(h) Chromaticity

QTY	Description	Location
	Surgery Equipment	
1	Siemens Uroskop	OR4
1	Philips Allera Xper Angio	OR5
1	Hologic Mini C-arm	SURG
2	OEC 9900 C-arm	SURG
	Dental Equipment	
1	Panogram Planmeca Promax 3D	1D63
8	Focus Intraoral Xray by Instrumentarium	1D65, 1D70, 1D71, 1D72, 1D73, 1D74, 1D75, 1D76
	Radiology Equipment	
	Philips DR Digital Diagnost rooms dig table & wall detector	1B50
	Philips DR Digital Diagnost rooms dig wall detector	1B51
	Philips DR Digital Diagnost rooms dig table & wall detector	1B54
1	Philips CT 64 slice Brillance	1B82
1	Philips R&F Easy Diagnost Fluoro, dig table & wall detector	1B86
2	Philips Portable Xray Units	Mobile
1	GE AMX Portable Xray Units	ICU
	(portable xray units being replaced late 2014 with 3 digital GE units	
	MRI	
1	Philips 1.5T MRI Achieva XR	1B66
12	Coils: spine, head, knee, foot, shoulder, wrist, cardiac, Flex med,	1B66
	Flex small, Surface Large, Torso, Quad head,	
	Ultrasound/Vascular	
3	Philips IU22 Ultrasound Units	1B78, 1B74, 1B71
1	Philips CX50 Ultrasound Units	1B78
2	Unetix Doppler Units	1B78, 1B74
	Nuclear Medicine	
1	SPECT/CT Philips BriteView	1B60
1	SPECT Philips Forte	1B62
1	Dose Calibrator Capintec	
1	Well Counter Capintec	
1	Sealed Sources Co57 sheet	
2	Sealed Sources Cs137 vial & rod	
1	Sealed Sources Co57 vial	
	Bone Densitometry	
1	Lunar Dexa	1B79

B.3 PRICE SCHEDULE

Base Period (Award Effective Date to April 30, 2015)

CLIN	Description	Unit	Estimated Quantity	Unit Price	Total Price
0001	Review CT Protocol Optimization	HR	2.00		
0002	Review QA Program	HR	2.00		
0003	Develop Comprehensive Technical Quality Assurance (QA) Program	HR	2.00		
	Annual Inspection (or semi-annual or quarterly as provided in the SOW)				
0004	Siemens Uroskop	EA	1.00		
0005	Philips Allera Xper Angio	EA	1.00		
0006	Hologic Mini C-arm	EA	1.00		
0007	OEC 9900 C-arm	EA	2.00		
0008	Panogram Planmeca Promax 3D	EA	1.00		
0009	Focus Intraoral Xray by Instrumentarium;	EA	8.00		
0010	Philips DR Digital Diagnost rooms dig table & wall detector (1B50)	EA	1.00		
0011	Philips DR Digital Diagnost rooms dig wall detector (1B51)	EA	1.00		
0012	Philips DR Digital Diagnost rooms dig table & wall detector (1B54)	EA	1.00		
0013	Philips CT 64 slice Brillance	EA	1.00		
0014	Philips R&F Easy Diagnost Fluoro, dig table & wall detector	EA	1.00		
0015	Philips Portable Xray Units (portable xray units being replaced late 2014 with 3 digital GE Units)	EA	2.00		
0016	GE AMX Portable Xray Units (portable xray units being replaced late 2014 with 3 digital GE Units)	EA	1.00		
0017	Philips 1.5T MRI Achieva XR	EA	1.00		
0018	Coils: spine, head, knee, foot, shoulder, wrist, cardiac, Flex med, Flex small, Surface Large, Torso, Quad head	EA	12.00		
0019	Philips IU22 Ultrasound Units	EA	3.00		
0020	Philips CX50 Ultrasound Units	EA	1.00		
0021	Unetix Doppler Units	EA	2.00		
0022	SPECT/CT Philips Brite View	EA	1.00		
0023	SPECT Philips Forte	EA	1.00		
0024	Dose Calibrator Capintec	EA	1.00		
0025	Well Counter Capintec	EA	1.00		
0026	Sealed Sources Co57 sheet;	EA	1.00		
0027	Sealed Sources Cs137 vial & rod	EA	2.00		
0028	Sealed Sources co57 vial	EA	1.00		
0029	Lunar Dexa	EA	1.00		
	Acceptance Testing				
0030	Acceptance testing digital GE Units	EA	3.00		

Total	

Optional Tasks

CLIN	Description	Unit	Estimated Quantity	Unit Price	Estimated Total Price
0001A	Perform "Shielding Plan/Evaluation"	HR	4.00		
	Inspection after repairs or modification (as needed)				
0002A	Siemens Uroskop	EA	1.00		
0003A	Philips Allera Xper Angio	EA	1.00		
0004A	Hologic Mini C-arm	EA	1.00		
0005A	OEC 9900 C-arm	EA	1.00		
0006A	Panogram Planmeca Promax 3D	EA	1.00		
0007A	Focus Intraoral Xray by Instrumentarium;	EA	1.00		
0008A	Philips DR Digital Diagnost rooms dig table & wall detector (1B50)	EA	1.00		
0009A	Philips DR Digital Diagnost rooms dig wall detector (1B51)	EA	1.00		
0010A	Philips DR Digital Diagnost rooms dig table & wall detector (1B54)	EA	1.00		
0011A	Philips CT 64 slice Brillance	EA	1.00		
0012A	Philips R&F Easy Diagnost Fluoro, dig table & wall detector	EA	1.00		
0013A	Philips Portable Xray Units (portable xray units being replaced late 2014 with 3 digital GE Units)	EA	1.00		
0014A	GE AMX Portable Xray Units (portable xray units being replaced late 2014 with 3 digital GE Units)	EA	1.00		
0015A	Philips 1.5T MRI Achieva XR	EA	1.00		
0016A	Coils: spine, head, knee, foot, shoulder, wrist, cardiac, Flex med, Flex small, Surface Large, Torso, Quad head	EA	1.00		
0017A	Philips IU22 Ultrasound Units	EA	1.00		
0018A	Philips CX50 Ultrasound Units	EA	1.00		
0019A	Unetix Doppler Units	EA	1.00		
0020A	SPECT/CT Philips Brite View	EA	1.00		
0021A	SPECT Philips Forte	EA	1.00		
0022A	Dose Calibrator Capintec	EA	1.00		
0023A	Well Counter Capintec	EA	1.00		
0024A	Sealed Sources Co57 sheet;	EA	1.00		
0025A	Sealed Sources Cs137 vial & rod	EA	1.00		
0026A	Sealed Sources co57 vial	EA	1.00		
0027A	Lunar Dexa	EA	1.00		
Optional Tasks Total					

Base Period Total (CLINS 0001 to 0030 and 0001A to 0027A): _____

Option Period One (May 1, 2015 to April 30, 2016)

CLIN	Description	Unit	Estimated Quantity	Unit Price	Total Price
1001	Review CT Protocol Optimization	HR	2.00		
1002	Review QA Program	HR	2.00		
	Annual Inspection (or semi-annual or quarterly as provided in the SOW)				
1003	Siemens Uroskop	EA	1.00		
1004	Philips Allera Xper Angio	EA	1.00		
1005	Hologic Mini C-arm	EA	1.00		
1006	OEC 9900 C-arm	EA	2.00		
1007	Panogram Planmeca Promax 3D	EA	1.00		
1008	Focus Intraoral Xray by Instrumentarium;	EA	8.00		
1009	Philips DR Digital Diagnost rooms dig table & wall detector (1B50)	EA	1.00		
1010	Philips DR Digital Diagnost rooms dig wall detector (1B51)	EA	1.00		
1011	Philips DR Digital Diagnost rooms dig table & wall detector (1B54)	EA	1.00		
1012	Philips CT 64 slice Brillance	EA	1.00		
1013	Philips R&F Easy Diagnost Fluoro, dig table & wall detector	EA	1.00		
1014	Digital GE Units	EA	3.00		
1015	Philips 1.5T MRI Achieva XR	EA	1.00		
1016	Coils: spine, head, knee, foot, shoulder, wrist, cardiac, Flex med, Flex small, Surface Large, Torso, Quad head	EA	12.00		
1017	Philips IU22 Ultrasound Units	EA	3.00		
1018	Philips CX50 Ultrasound Units	EA	1.00		
1019	Unetix Doppler Units	EA	2.00		
1020	SPECT/CT Philips Brite View	EA	1.00		
1021	SPECT Philips Forte	EA	1.00		
1022	Dose Calibrator Capintec	EA	1.00		
1023	Well Counter Capintec	EA	1.00		
1024	Sealed Sources Co57 sheet;	EA	1.00		
1025	Sealed Sources Cs137 vial & rod	EA	2.00		
1026	Sealed Sources co57 vial	EA	1.00		
1027	Lunar Dexa	EA	1.00		
Total					

Optional Tasks

CLIN	Description	Unit	Estimated Quantity	Unit Price	Estimated Total Price
1001A	Perform "Shielding Plan/Evaluation"	HR	4.00		
	Inspection after repairs or modification (as needed)				
1002A	Siemens Uroskop	EA	1.00		
1003A	Philips Allera Xper Angio	EA	1.00		
1004A	Hologic Mini C-arm	EA	1.00		

1005A	OEC 9900 C-arm	EA	1.00		
1006A	Panogram Planmeca Promax 3D	EA	1.00		
1007A	Focus Intraoral Xray by Instrumentarium;	EA	1.00		
1008A	Philips DR Digital Diagnost rooms dig table & wall detector (1B50)	EA	1.00		
1009A	Philips DR Digital Diagnost rooms dig wall detector (1B51)	EA	1.00		
1010A	Philips DR Digital Diagnost rooms dig table & wall detector (1B54)	EA	1.00		
1011A	Philips CT 64 slice Brillance	EA	1.00		
1012A	Philips R&F Easy Diagnost Fluoro, dig table & wall detector	EA	1.00		
1013A	Digital GE Units	EA	1.00		
1014A	Philips 1.5T MRI Achieva XR	EA	1.00		
1015A	Coils: spine, head, knee, foot, shoulder, wrist, cardiac, Flex med, Flex small, Surface Large, Torso, Quad head	EA	1.00		
1016A	Philips IU22 Ultrasound Units	EA	1.00		
1017A	Philips CX50 Ultrasound Units	EA	1.00		
1018A	Unetix Doppler Units	EA	1.00		
1019A	SPECT/CT Philips Brite View	EA	1.00		
1020A	SPECT Philips Forte	EA	1.00		
1021A	Dose Calibrator Capintec	EA	1.00		
1022A	Well Counter Capintec	EA	1.00		
1023A	Sealed Sources Co57 sheet;	EA	1.00		
1024A	Sealed Sources Cs137 vial & rod	EA	1.00		
1025A	Sealed Sources co57 vial	EA	1.00		
1026A	Lunar Dexa	EA	1.00		
Optional Tasks Total					

Option Period One Total (CLINS 1001 to 1027 and 1001A to 1026A): _____

Option Period Two (May 1, 2016 to April 30, 2017)

CLIN	Description	Unit	Estimated Quantity	Unit Price	Total Price
2001	Review CT Protocol Optimization	HR	2.00		
2002	Review QA Program	HR	2.00		
Annual Inspection (or semi-annual or quarterly as provided in the SOW)					
2003	Siemens Uroskop	EA	1.00		
2004	Philips Allera Xper Angio	EA	1.00		
2005	Hologic Mini C-arm	EA	1.00		
2006	OEC 9900 C-arm	EA	2.00		
2007	Panogram Planmeca Promax 3D	EA	1.00		

2008	Focus Intraoral Xray by Instrumentarium;	EA	8.00		
2009	Philips DR Digital Diagnost rooms dig table & wall detector (1B50)	EA	1.00		
2010	Philips DR Digital Diagnost rooms dig wall detector (1B51)	EA	1.00		
2011	Philips DR Digital Diagnost rooms dig table & wall detector (1B54)	EA	1.00		
2012	Philips CT 64 slice Brillance	EA	1.00		
2013	Philips R&F Easy Diagnost Fluoro, dig table & wall detector	EA	1.00		
2014	Digital GE Units	EA	3.00		
2015	Philips 1.5T MRI Achieva XR	EA	1.00		
2016	Coils: spine, head, knee, foot, shoulder, wrist, cardiac, Flex med, Flex small, Surface Large, Torso, Quad head	EA	12.00		
2017	Philips IU22 Ultrasound Units	EA	3.00		
2018	Philips CX50 Ultrasound Units	EA	1.00		
2019	Unetix Doppler Units	EA	2.00		
2020	SPECT/CT Philips Brite View	EA	1.00		
2021	SPECT Philips Forte	EA	1.00		
2022	Dose Calibrator Capintec	EA	1.00		
2023	Well Counter Capintec	EA	1.00		
2024	Sealed Sources Co57 sheet;	EA	1.00		
2025	Sealed Sources Cs137 vial & rod	EA	2.00		
2026	Sealed Sources co57 vial	EA	1.00		
2027	Lunar Dexa	EA	1.00		
Total					

Optional Tasks

CLIN	Description	Unit	Estimated Quantity	Unit Price	Estimated Total Price
2001A	Perform "Shielding Plan/Evaluation"	HR	4.00		
Inspection after repairs or modification (as needed)					
2002A	Siemens Uroskop	EA	1.00		
2003A	Philips Allera Xper Angio	EA	1.00		
2004A	Hologic Mini C-arm	EA	1.00		
2005A	OEC 9900 C-arm	EA	1.00		
2006A	Panogram Planmeca Promax 3D	EA	1.00		
2007A	Focus Intraoral Xray by Instrumentarium;	EA	1.00		
2008A	Philips DR Digital Diagnost rooms dig table & wall detector (1B50)	EA	1.00		
2009A	Philips DR Digital Diagnost rooms dig wall detector (1B51)	EA	1.00		
2010A	Philips DR Digital Diagnost rooms dig table & wall detector (1B54)	EA	1.00		
2011A	Philips CT 64 slice Brillance	EA	1.00		
2012A	Philips R&F Easy Diagnost Fluoro, dig table & wall detector	EA	1.00		
2013A	Digital GE Units	EA	1.00		

2014A	Philips 1.5T MRI Achieva XR	EA	1.00		
2015A	Coils: spine, head, knee, foot, shoulder, wrist, cardiac, Flex med, Flex small, Surface Large, Torso, Quad head	EA	1.00		
2016A	Philips IU22 Ultrasound Units	EA	1.00		
2017A	Philips CX50 Ultrasound Units	EA	1.00		
2018A	Unetix Doppler Units	EA	1.00		
2019A	SPECT/CT Philips Brite View	EA	1.00		
2020A	SPECT Philips Forte	EA	1.00		
2021A	Dose Calibrator Capintec	EA	1.00		
2022A	Well Counter Capintec	EA	1.00		
2023A	Sealed Sources Co57 sheet;	EA	1.00		
2024A	Sealed Sources Cs137 vial & rod	EA	1.00		
2025A	Sealed Sources co57 vial	EA	1.00		
2026A	Lunar Dexa	EA	1.00		
Optional Tasks Total					

Option Period Two Total (CLINS 2001 to 2027 and 2001A to 2026A): _____

Option Period Three (May 1, 2017 to April 30, 2018)

CLIN	Description	Unit	Estimated Quantity	Unit Price	Total Price
3001	Review CT Protocol Optimization	HR	2.00		
3002	Review QA Program	HR	2.00		
	Annual Inspection (or semi-annual or quarterly as provided in the SOW)				
3003	Siemens Uroskop	EA	1.00		
3004	Philips Allera Xper Angio	EA	1.00		
3005	Hologic Mini C-arm	EA	1.00		
3006	OEC 9900 C-arm	EA	2.00		
3007	Panogram Planmeca Promax 3D	EA	1.00		
3008	Focus Intraoral Xray by Instrumentarium;	EA	8.00		
3009	Philips DR Digital Diagnost rooms dig table & wall detector (1B50)	EA	1.00		
3010	Philips DR Digital Diagnost rooms dig wall detector (1B51)	EA	1.00		
3011	Philips DR Digital Diagnost rooms dig table & wall detector (1B54)	EA	1.00		
3012	Philips CT 64 slice Brillance	EA	1.00		
3013	Philips R&F Easy Diagnost Fluoro, dig table & wall detector	EA	1.00		
3014	Digital GE Units	EA	3.00		
3015	Philips 1.5T MRI Achieva XR	EA	1.00		
3016	Coils: spine, head, knee, foot, shoulder, wrist, cardiac, Flex med, Flex small, Surface Large, Torso, Quad head	EA	12.00		
3017	Philips IU22 Ultrasound Units	EA	3.00		
3018	Philips CX50 Ultrasound Units	EA	1.00		

3019	Unetix Doppler Units	EA	2.00		
3020	SPECT/CT Philips Brite View	EA	1.00		
3021	SPECT Philips Forte	EA	1.00		
3022	Dose Calibrator Capintec	EA	1.00		
3023	Well Counter Capintec	EA	1.00		
3024	Sealed Sources Co57 sheet;	EA	1.00		
3025	Sealed Sources Cs137 vial & rod	EA	2.00		
3026	Sealed Sources co57 vial	EA	1.00		
3027	Lunar Dexa	EA	1.00		
Total					

Optional Tasks

CLIN	Description	Unit	Estimated Quantity	Unit Price	Estimated Total Price
3001A	Perform "Shielding Plan/Evaluation"	HR	4.00		
	Inspection after repairs or modification (as needed)				
3002A	Siemens Uroskop	EA	1.00		
3003A	Philips Allera Xper Angio	EA	1.00		
3004A	Hologic Mini C-arm	EA	1.00		
3005A	OEC 9900 C-arm	EA	1.00		
3006A	Panogram Planmeca Promax 3D	EA	1.00		
3007A	Focus Intraoral Xray by Instrumentarium;	EA	1.00		
3008A	Philips DR Digital Diagnost rooms dig table & wall detector (1B50)	EA	1.00		
3009A	Philips DR Digital Diagnost rooms dig wall detector (1B51)	EA	1.00		
3010A	Philips DR Digital Diagnost rooms dig table & wall detector (1B54)	EA	1.00		
3011A	Philips CT 64 slice Brillance	EA	1.00		
3012A	Philips R&F Easy Diagnost Fluoro, dig table & wall detector	EA	1.00		
3013A	Digital GE Units	EA	1.00		
3014A	Philips 1.5T MRI Achieva XR	EA	1.00		
3015A	Coils: spine, head, knee, foot, shoulder, wrist, cardiac, Flex med, Flex small, Surface Large, Torso, Quad head	EA	1.00		
3016A	Philips IU22 Ultrasound Units	EA	1.00		
3017A	Philips CX50 Ultrasound Units	EA	1.00		
3018A	Unetix Doppler Units	EA	1.00		
3019A	SPECT/CT Philips Brite View	EA	1.00		
3020A	SPECT Philips Forte	EA	1.00		
3021A	Dose Calibrator Capintec	EA	1.00		
3022A	Well Counter Capintec	EA	1.00		
3023A	Sealed Sources Co57 sheet;	EA	1.00		
3024A	Sealed Sources Cs137 vial & rod	EA	1.00		
3025A	Sealed Sources co57 vial	EA	1.00		
3026A	Lunar Dexa	EA	1.00		
Optional Tasks Total					

Option Period Three Total (CLINS 3001 to 3027 and 3001A to 3026A): _____

Option Period Four (May 1, 2018 to April 30, 2019)

CLIN	Description	Unit	Estimated Quantity	Unit Price	Total Price
4001	Review CT Protocol Optimization	HR	2.00		
4002	Review QA Program	HR	2.00		
	Annual Inspection (or semi-annual or quarterly as provided in the SOW)				
4003	Siemens Uroskop	EA	1.00		
4004	Philips Allera Xper Angio	EA	1.00		
4005	Hologic Mini C-arm	EA	1.00		
4006	OEC 9900 C-arm	EA	2.00		
4007	Panogram Planmeca Promax 3D	EA	1.00		
4008	Focus Intraoral Xray by Instrumentarium;	EA	8.00		
4009	Philips DR Digital Diagnost rooms dig table & wall detector (1B50)	EA	1.00		
4010	Philips DR Digital Diagnost rooms dig wall detector (1B51)	EA	1.00		
4011	Philips DR Digital Diagnost rooms dig table & wall detector (1B54)	EA	1.00		
4012	Philips CT 64 slice Brillance	EA	1.00		
4013	Philips R&F Easy Diagnost Fluoro, dig table & wall detector	EA	1.00		
4014	Digital GE Units	EA	3.00		
4015	Philips 1.5T MRI Achieva XR	EA	1.00		
4016	Coils: spine, head, knee, foot, shoulder, wrist, cardiac, Flex med, Flex small, Surface Large, Torso, Quad head	EA	12.00		
4017	Philips IU22 Ultrasound Units	EA	3.00		
4018	Philips CX50 Ultrasound Units	EA	1.00		
4019	Unetix Doppler Units	EA	2.00		
4020	SPECT/CT Philips Brite View	EA	1.00		
4021	SPECT Philips Forte	EA	1.00		
4022	Dose Calibrator Capintec	EA	1.00		
4023	Well Counter Capintec	EA	1.00		
4024	Sealed Sources Co57 sheet;	EA	1.00		
4025	Sealed Sources Cs137 vial & rod	EA	2.00		
4026	Sealed Sources co57 vial	EA	1.00		
4027	Lunar Dexa	EA	1.00		
Total					

Optional Tasks

CLIN	Description	Unit	Estimated Quantity	Unit Price	Estimated Total Price
4001A	Perform "Shielding Plan/Evaluation"	HR	4.00		

Inspection after repairs or modification (as needed)					
4002A	Siemens Uroskop	EA	1.00		
4003A	Philips Allera Xper Angio	EA	1.00		
4004A	Hologic Mini C-arm	EA	1.00		
4005A	OEC 9900 C-arm	EA	1.00		
4006A	Panogram Planmeca Promax 3D	EA	1.00		
4007A	Focus Intraoral Xray by Instrumentarium;	EA	1.00		
4008A	Philips DR Digital Diagnost rooms dig table & wall detector (1B50)	EA	1.00		
4009A	Philips DR Digital Diagnost rooms dig wall detector (1B51)	EA	1.00		
4010A	Philips DR Digital Diagnost rooms dig table & wall detector (1B54)	EA	1.00		
4011A	Philips CT 64 slice Brillance	EA	1.00		
4012A	Philips R&F Easy Diagnost Fluoro, dig table & wall detector	EA	1.00		
4013A	Digital GE Units	EA	1.00		
4014A	Philips 1.5T MRI Achieva XR	EA	1.00		
4015A	Coils: spine, head, knee, foot, shoulder, wrist, cardiac, Flex med, Flex small, Surface Large, Torso, Quad head	EA	1.00		
4016A	Philips IU22 Ultrasound Units	EA	1.00		
4017A	Philips CX50 Ultrasound Units	EA	1.00		
4018A	Unetix Doppler Units	EA	1.00		
4019A	SPECT/CT Philips Brite View	EA	1.00		
4020A	SPECT Philips Forte	EA	1.00		
4021A	Dose Calibrator Capintec	EA	1.00		
4022A	Well Counter Capintec	EA	1.00		
4023A	Sealed Sources Co57 sheet;	EA	1.00		
4024A	Sealed Sources Cs137 vial & rod	EA	1.00		
4025A	Sealed Sources co57 vial	EA	1.00		
4026A	Lunar Dexa	EA	1.00		
Optional Tasks Total					

Option Period Four Total (CLINS 4001 to 4027 and 4001A to 4026A): _____

Total Contract Price (All CLINS): _____

SECTION C - CONTRACT CLAUSES

C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

[] (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[] (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

[] (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

[] (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

[] (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

[] (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

[] (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (13) [Reserved]

[X] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

[] (ii) Alternate I (NOV 2011).

[] (iii) Alternate II (NOV 2011).

[] (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-7.

[] (iii) Alternate II (Mar 2004) of 52.219-7.

[] (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

[] (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (Oct 2001) of 52.219-9.

[] (iii) Alternate II (Oct 2001) of 52.219-9.

[] (iv) Alternate III (JUL 2010) of 52.219-9.

[] (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

[] (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

[] (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

[] (ii) Alternate I (June 2003) of 52.219-23.

[] (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

[X] (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C 632(a)(2)).

[] (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

[] (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

[X] (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

[X] (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

[X] (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

[X] (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[] (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[] (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of 52.223-16.

[X] (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[] (41) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I (MAR 2012) of 52.225-3.

[] (iii) Alternate II (MAR 2012) of 52.225-3.

[] (iv) Alternate III (NOV 2012) of 52.225-3.

[] (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[] (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

[X] (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

[] (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

[] (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class Monetary Wage-Fringe Benefits

[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[] (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[] (9) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed Five years, six months.

(End of Clause)

C.4 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

C.5 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.6 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at *http://www.fsc.va.gov/einvoice.asp*.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (*http://www.x12.org*) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.7 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of North Dakota. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

BUSINESS ASSOCIATE AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS VETERANS HEALTH ADMINISTRATION AND

Purpose. The purpose of this Business Associate Agreement (Agreement) is to establish requirements for the Department of Veterans Affairs (VA) Veterans Health Administration (VHA) and in accordance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH) Act, and the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules ("HIPAA Rules"), 45 C.F.R. Parts 160 and 164, for the Use and Disclosure of Protected Health Information (PHI) under the terms and conditions specified below.

Scope. Under this Agreement and other applicable contracts or agreements, will provide services to, for, or on behalf of VHA.

In order for to provide such services, VHA will disclose Protected Health Information to and will use or disclose Protected Health Information in accordance with this Agreement.

Definitions. Unless otherwise provided, the following terms used in this Agreement have the same meaning as defined by the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

"Business Associate" shall have the same meaning as described at 45 C.F.R. § 160.103. For the purposes of this Agreement, Business Associate shall refer to , including its employees, officers, or any other agents that create, receive, maintain, or transmit PHI as described below.

"Covered Entity" shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Covered Entity shall refer to VHA.

"Protected Health Information" or "PHI" shall have the same meaning as described at 45 C.F.R. § 160.103. "Protected Health Information" and "PHI" as used in this Agreement include "Electronic Protected Health Information" and "EPHI." For the purposes of this Agreement and unless otherwise provided, the term shall also refer to PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or receives from Covered Entity or another Business Associate.

"Subcontractor" shall have the same meaning as the term is defined at 45 C.F.R. § 160.103. For the purposes of this Agreement, Subcontractor shall refer to a contractor of any person or entity, other than Covered Entity, that creates, receives, maintains, or transmits PHI under the terms of this Agreement.

Terms and Conditions. Covered Entity and Business Associate agree as follows:

1. Ownership of PHI. PHI is and remains the property of Covered Entity as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate agreement is in place.

2. Use and Disclosure of PHI by Business Associate. Unless otherwise provided, Business Associate:

A. May not use or disclose PHI other than as permitted or required by this Agreement, or in a manner that would violate the HIPAA Privacy Rule if done by Covered Entity, except that it may use or disclose PHI:

(1) As required by law or to carry out its legal responsibilities;

(2) For the proper management and administration of Business Associate; or

(3) To provide Data Aggregation services relating to the health care operations of Covered Entity.

B. Must use or disclose PHI in a manner that complies with Covered Entity's minimum necessary policies and procedures.

C. May de-identify PHI created or received by Business Associate under this Agreement at the request of the Covered Entity, provided that the de-identification conforms to the requirements of the HIPAA Privacy Rule.

3. Obligations of Business Associate. In connection with any Use or Disclosure of PHI, Business Associate must:

A. Consult with Covered Entity before using or disclosing PHI whenever Business Associate is uncertain whether the Use or Disclosure is authorized under this Agreement.

B. Implement appropriate administrative, physical, and technical safeguards and controls to protect PHI and document applicable policies and procedures to prevent any Use or Disclosure of PHI other than as provided by this Agreement.

C. Provide satisfactory assurances that PHI created or received by Business Associate under this Agreement is protected to the greatest extent feasible.

D. Notify Covered Entity within twenty-four (24) hours of Business Associate's discovery of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI.

(1) Any incident as described above will be treated as discovered as of the first day on which such event is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.

(2) Notification shall be sent to the Director, Health Information Governance, by email to VHABAAIssues@va.gov.

(3) Business Associate shall not notify individuals or HHS directly unless Business Associate is not acting as an agent of Covered Entity but in its capacity as a Covered Entity itself.

E. Provide a written report to Covered Entity of any potential access, acquisition, use, disclosure, modification, or destruction of either secured or unsecured PHI in violation of this Agreement, including any Breach of PHI, within ten (10) business days of the initial notification.

(1) The written report of an incident as described above will document the following:

(a) The identity of each Individual whose PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, disclosed, modified, or destroyed;

(b) A description of what occurred, including the date of the incident and the date of the discovery of the incident (if known);

(c) A description of the types of secured or unsecured PHI that was involved;

(d) A description of what is being done to investigate the incident, to mitigate further harm to Individuals, and to protect against future incidents; and

(e) Any other information as required by 45 C.F.R. §§ 164.404(c) and 164.410.

(2) The written report shall be addressed to:

Director, Health Information Governance

Department of Veterans Affairs – Veterans Health Administration
Office of Informatics and Analytics (10P)
810 Vermont Avenue NW
Washington, DC 20420
and submitted by email at VHABAAIssues@va.gov

F. To the greatest extent feasible, mitigate any harm due to a Use or Disclosure of PHI by Business Associate in violation of this Agreement that is known or, by exercising reasonable diligence, should have been known to Business Associate.

G. Use only contractors and Subcontractors that are physically located within a jurisdiction subject to the laws of the United States, and ensure that no contractor or Subcontractor maintains, processes, uses, or discloses PHI in any way that will remove the information from such jurisdiction. Any modification to this provision must be approved by Covered Entity in advance and in writing.

H. Enter into Business Associate Agreements with contractors and Subcontractors as appropriate under the HIPAA Rules and this Agreement. Business Associate:

(1) Must ensure that the terms of any Agreement between Business Associate and a contractor or Subcontractor are at least as restrictive as Business Associate Agreement between Business Associate and Covered Entity.

(2) Must ensure that contractors and Subcontractors agree to the same restrictions and conditions that apply to Business Associate and obtain satisfactory written assurances from them that they agree to those restrictions and conditions.

(3) May not amend any terms of such Agreement without Covered Entity's prior written approval.

I. Within five (5) business days of a written request from Covered Entity:

(1) Make available information for Covered Entity to respond to an Individual's request for access to PHI about him/her.

(2) Make available information for Covered Entity to respond to an Individual's request for amendment of PHI about him/her and, as determined by and under the direction of Covered Entity, incorporate any amendment to the PHI.

(3) Make available PHI for Covered Entity to respond to an Individual's request for an accounting of Disclosures of PHI about him/her.

J. Business Associate may not take any action concerning an individual's request for access, amendment, or accounting other than as instructed by Covered Entity.

K. To the extent Business Associate is required to carry out Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the provisions that apply to Covered Entity in the performance of such obligations.

L. Provide to the Secretary of Health and Human Services and to Covered Entity records related to Use or Disclosure of PHI, including its policies, procedures, and practices, for the purpose of determining Covered Entity's, Business Associate's, or a Subcontractor's compliance with the HIPAA Rules.

M. Upon completion or termination of the applicable contract(s) or agreement(s), return or destroy, as determined by and under the direction of Covered Entity, all PHI and other VA data created or received by Business Associate during the performance of the contract(s) or agreement(s). No such information will be retained by Business Associate unless retention is required by law or specifically permitted by Covered Entity. If return or destruction is not feasible, Business Associate shall continue to protect the PHI in accordance with the Agreement and use or disclose the information only for the purpose of making the return or destruction feasible, or as required by law or specifically permitted by Covered Entity. Business Associate shall provide written assurance that either all PHI has been returned or destroyed, or any information retained will be safeguarded and used and disclosed only as permitted under this paragraph.

N. Be liable to Covered Entity for civil or criminal penalties imposed on Covered Entity, in accordance with 45 C.F.R. §§ 164.402 and 164.410, and with the HITECH Act, 42 U.S.C. §§ 17931(b), 17934(c), for any violation of the HIPAA Rules or this Agreement by Business Associate.

4. Obligations of Covered Entity. Covered Entity agrees that it:

A. Will not request Business Associate to make any Use or Disclosure of PHI in a manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if made by Covered Entity, except as permitted under Section 2 of this Agreement.

B. Will promptly notify Business Associate in writing of any restrictions on Covered Entity's authority to use or disclose PHI that may limit Business Associate's Use or Disclosure of PHI or otherwise affect its ability to fulfill its obligations under this Agreement.

C. Has obtained or will obtain from Individuals any authorization necessary for Business Associate to fulfill its obligations under this Agreement.

D. Will promptly notify Business Associate in writing of any change in Covered Entity's Notice of Privacy Practices, or any modification or revocation of an Individual's authorization to use or disclose PHI, if such change or revocation may limit Business Associate's Use and Disclosure of PHI or otherwise affect its ability to perform its obligations under this Agreement.

5. Amendment. Business Associate and Covered Entity will take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the HIPAA Rules or other applicable law.

6. Termination.

A. Automatic Termination. This Agreement will automatically terminate upon completion of Business Associate's duties under all underlying Agreements or by termination of such underlying Agreements.

B. Termination Upon Review. This Agreement may be terminated by Covered Entity, at its discretion, upon review as provided by Section 9 of this Agreement.

C. Termination for Cause. In the event of a material breach by Business Associate, Covered Entity:

(1) Will provide an opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity;

(2) May terminate this Agreement and underlying contract(s) if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.

D. Effect of Termination. Termination of this Agreement will result in cessation of activities by Business Associate involving PHI under this Agreement.

E. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement as long as Business Associate creates, receives, maintains, or transmits PHI, regardless of whether a compliant Business Associate Agreement is in place.

7. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement confers any rights, remedies, obligations, or liabilities whatsoever upon any person or entity other than Covered Entity and Business Associate, including their respective successors or assigns.

8. Other Applicable Law. This Agreement does not abrogate any responsibilities of the parties under any other applicable law.

9. Review Date. The provisions of this Agreement will be reviewed by Covered Entity every two years from Effective Date to determine the applicability and accuracy of the Agreement based on the circumstances that exist at the time of review.

10. Effective Date. This Agreement shall be effective on the last signature date below.

Department of Veterans Affairs
Veterans Health Administration

By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

SECTION E - SOLICITATION PROVISIONS

E.1 RESPONSE INSTRUCTIONS

a. Responses and quotes are to be submitted via email only to Mike Lininger at michael.lininger@va.gov.

b. Your response must be received by 4:00PM Mountain Time, May 2, 2014, to be considered timely and for it to be considered for award of an Order.

c. Your response must include the following:

(1) The technical submission should address each of the technical evaluation criteria set forth below. This should include CVs of proposed personnel, company marketing materials, and other documents, as necessary.

The technical submission should describe the offeror's qualifications and ability to perform the requirements set forth in the Statement of Work. The materials submitted must demonstrate that the company can provide qualified diagnostic medical physicist candidates able to begin work on the beginning date of the period of performance. See Statement of Work for additional documents required to be submitted.

(2) A completed price schedule.

There shall be no substitution of candidates once solicitation period as ended.

****IF ALL THE ABOVE REQUIRED DOCUMENTS ARE NOT PROVIDED THE CONTRACTOR'S PROPOSAL MAY BE DEEMED NON RESPONSIVE****

It is the Government's intent to award to a single or multiple task order

E.2 EVALUATION APPROACH

All proposals shall be subject to evaluation by a team of Government personnel. The Government intends to award without discussions based upon the initial evaluation of proposals.

All offerors are advised that, in the interest of efficiency, the Government reserves the right to conduct the evaluation in the most effective manner. Specifically, the Government may first evaluate the total proposed price of all offerors. Thereafter, the Government will evaluate the technical proposal of the lowest priced offeror only. If the lowest priced offeror's technical proposal is determined to be rated as Acceptable, the Government may make award to that offeror without further evaluation of the remaining offerors' technical proposals. If the lowest priced offeror's technical proposal is determined to be rated as Unacceptable, then the Government may evaluate the next lowest priced technical proposal, and so forth and so on, until the Government reaches the lowest priced technical proposal that is determined to be rated as Acceptable. However, the Government reserves the right to evaluate all offerors' technical proposals should it desire to conduct discussions, or otherwise determine it to be in the Government's best interest.

The proposal will be evaluated strictly in accordance with its written content. Proposals which merely restate the requirement or state that the requirement will be met, without providing supporting rationale, are not sufficient. Offerors who fail to meet the minimum requirements of the solicitation will be rated Unacceptable.

1. TECHNICAL EVALUATION APPROACH. The evaluation process will consider the extent to which the proposal demonstrates a clear understanding of the technical features involved in meeting the solicitation requirements and whether the offeror's methods and approach have adequately and completely considered, defined and satisfied the requirements in the Solicitation.

a. Acceptable - A proposal that demonstrates the offeror's ability to meet all of the Government's minimum requirements as identified in the solicitation.

b. Unacceptable - A proposal that fails to demonstrate the offeror's ability to meet all of the Government's minimum requirements as identified in the solicitation, and cannot be corrected without a major rewrite or revision of the proposal. A proposal that fails to meet the Government's requirements after the final evaluation shall be ineligible for award regardless of whether it can be corrected without a major rewrite or revision of the proposal.

2. PRICE EVALUATION APPROACH. The Government will evaluate offers by adding the total of all line item prices. The Total Evaluated Price will be that sum.

E.1 52.212-2 EVALUATION—COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Low Price, Technically Acceptable

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

E.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via http://www.acquisition.gov. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through http://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code

referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:* _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It [ ] is, [ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:* _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it [ ] is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

_____

(10) [*Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.*]

(i) *General.* The offeror represents that either—

(A) It [ ] is, [ ] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [ ] *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]

(11) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance*. The offeror represents that—

(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

_____

_____

_____

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) [ ] Are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ ] Have, [ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ] Have, [ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) __ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) __ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ ] does [ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror [ ] does [ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

[ ] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

[ ] Sole proprietorship;

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(5) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at *http://www.treasury.gov/ofac/downloads/t11sdn.pdf*).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)